

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY COMPANY,
GEICO GENERAL INSURANCE COMPANY and
GEICO CASUALTY COMPANY,

Docket No.:
1:22-cv-02867 (KAM)(MMH)

Plaintiffs,

-against-

HEALTH CHOICE PHARMACY, INC., AFFINITY
RX, INC. D/B/A AFFINITY PHARMACY, AND
ALBERT YAKUBOV,

Defendants.
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STIPULATION TO STAY AND ENJOIN COLLECTION
PROCEEDINGS BROUGHT IN THE NAME OF HEALTH CHOICE
PHARMACY, INC. AND AFFINITY RX, INC. D/B/A AFFINITY PHARMACY

WHEREAS, Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company (collectively, “Plaintiffs” or “GEICO”) have commenced this action against Defendants, Health Choice Pharmacy, Inc. (“Health Choice”), Affinity Rx, Inc. d/b/a Affinity Pharmacy (“Affinity”) and Albert Yakubov (“Yakubov”) (collectively the “Defendants”, and together with Plaintiffs, the “Parties”); and

WHEREAS, Defendants Health Choice and Affinity have commenced numerous arbitral proceedings and state court lawsuits in which they seek to collect no-fault insurance benefits from Plaintiffs;

WHEREAS, Plaintiffs seek, among other things, a declaratory judgment in this action declaring that Defendants have no right to receive payment on any of the pending bills they have

submitted to Plaintiffs, including the bills that are the subject of the arbitral proceedings and lawsuits that the Defendants have commenced against Plaintiffs;

WHEREAS, the Parties have negotiated and executed this stipulation and are requesting that the Court So-Order the stipulation to preserve the status quo pending the final disposition of the Plaintiffs' claims in this action against the Defendants;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

1. Defendants, Yakubov, Health Choice, and Affinity agree to stay and take no further action in any and all No-Fault insurance collection arbitrations and state court collection lawsuits brought against GEICO by Health Choice and/or Affinity pending before the American Arbitration Association ("AAA") or in the courts of New York state, including but not limited to any proceedings where any adverse awards or judgments have been issued but payments have not been made by GEICO, until the final disposition of the instant federal court action, including any appeals.

2. Defendants, Yakubov, Health Choice, and Affinity agree to not commence any new No-Fault insurance collection arbitrations or state court collection lawsuits against GEICO in the name of Health Choice and/or Affinity, or any other pharmacy that Yakubov owns, manages, controls or from which he derives any economic benefit, until the final disposition of the instant federal court action, including any appeals.

3. Defendants shall cooperate with Plaintiffs and take all reasonable action (including communicating with any attorney, court or arbitration tribunal) to advise of and effectuate the stay and injunction prohibiting any and all efforts to seek collection of no-fault benefits from GEICO in accordance with this Stipulation, including but not limited to dismissing any arbitrations and/or newly commenced litigations without prejudice in the event that any court and/or arbitral forum refuses to acknowledge the force and effect of this Stipulation.

4. Plaintiffs and Defendants consent to, and respectfully request, to have this Stipulation be “so-ordered” by this Court.

5. For purposes of this Stipulation and Order, facsimile or electronic signatures shall be treated as originals.

Dated: November 28, 2022

RIVKIN RADLER, LLP

PINCZEWSKI & SHPELFOGEL, P.C.

By: /s/ Michael A. Sirignano .

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Counsel for Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company

By: /s/ Benjamin M. Pinczewski .

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Counsel for Defendants, Health Choice Pharmacy, Inc., Affinity Rx, Inc. d/b/a Affinity Pharmacy and Albert Yakubov

SO ORDERED:

Kiyo A. Matsumoto
U.S.D.J.

Brooklyn, New York

November 28, 2022